

SARAH H. B. STITH.

[To accompany bill H. R. No. 83.]

MARCH 5, 1840.

Mr. SAMUELS, from the Committee on the Judiciary, made the following

REPORT :

The Committee on the Judiciary, to whom the memorial of Sarah H. B. Stith was referred, report :

That the memorialist represents that her husband, John Stith, on or about the first day of May, in the year 1819, became the purchaser, from the United States, of a tract of land, situated in the county of Northumberland, State of Virginia, at the price of \$22,000; that the said John Stith made sundry payments on account of his said purchase, which, including the accruing interest, amounted to about \$14,000; leaving a balance of the purchase money due, on or about the 26th of July, 1828, of \$11,900; that about this time, at the instance of the said John Stith, a deed was executed to Everard M. Stith, for about 600 acres of the entire tract purchased, as aforesaid, by John Stith, of the Government; and to secure the payment of the aforesaid balance of \$11,900, the said John Stith executed a trust-deed on the residue of the tract, not conveyed to Everard M. Stith; that very soon thereafter, the said John Stith departed this life, leaving the land thus charged, as the only means of support for the memorialist (his widow) and three infant children, he having exhausted all his other means to accomplish the payments theretofore made by him. Further, the memorialist represents that she is advised, and verily believes, that the contract entered into by her husband with the Government for the purchase of this land, was both improvident and ruinous: improvident, because the price agreed to be paid for the land was greatly beyond its then value, or what any judicious individual could have been induced to give for it, at any subsequent period to the present time; ruinous it has turned out to be, because, after the payment of about \$14,000, the entire tract would not sell for the \$11,900 yet due on the contract. It is under these circumstances the memorialist, in behalf of herself and her infant children, appeals to Congress for relief from this improvident bargain, the grinding effects of which, if carried out, must reduce her and her children to abject poverty. She therefore prays that the value of the said land may be ascertained in such manner as Congress may prescribe; that the money paid by the said John Stith may be credited on, and deducted from, that valuation; and that she may become the purchaser thereof, by paying, in reasonable instalments, the residue of such valuation.

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The committee are satisfied, by evidence which accompanies this memorial, that the facts and circumstances therein represented are true; and influenced by the correctness of that liberal and benevolent practice of the Government, never to oppress the citizen by the exaction of a rigorous compliance with improvident and ruinous contracts; and considering this a case of that description, report a bill.

REPORT.

The Committee on the Judiciary, to whom the memorial of Sarah H. B. Smith was referred, report:

That the memorialist represents that her husband, John Smith, on or about the first day of May in the year 1819, became the purchaser, from the United States of a tract of land, situated in the county of Northumberland, State of Virginia, at the price of \$25,000; that the said John Smith made sundry payments on account of his said purchase, which, including the accruing interest, amounted to about \$14,000; leaving a balance of the purchase money due, on or about the 26th of July, 1828, of \$11,900; that about this time, at the instance of the said John Smith, a deed was executed to Everard M. Smith, for about 600 acres of the entire tract purchased, as aforesaid, by John Smith, of the Government; and to secure the payment of the aforesaid balance of \$11,900, the said John Smith executed a trust-deed on the residue of the tract, not conveyed to Everard M. Smith; that very soon thereafter, the said John Smith departed this life, leaving the land thus charged, as the only means of support for the memorialist (his widow) and three infant children, he having exhausted all his other means to accomplish the payments theretofore made by him. Further, the memorialist represents that she is advised, and verily believes, that the contract entered into by her husband with the Government for the purchase of the land, was both improvident and ruinous: improvident because the price agreed to be paid for the land was greatly beyond its then value, or what any judicious individual could have been induced to give for it at any subsequent period to the present time; ruinous it has turned out to be, because after the payment of about \$14,000, the entire tract would not sell for the \$11,900 yet due on the contract. It is under these circumstances the memorialist, in behalf of herself and her infant children, appeals to Congress for relief from this improvident bargain, the grinding effects of which, if carried out, must reduce her and her children to abject poverty. She therefore prays that the value of the said land may be ascertained in such manner as Congress may prescribe; that the money paid by the said John Smith may be credited on, and deducted from, that valuation; and that she may become the purchaser thereof by paying, in reasonable instalments, the residue of such valuation.

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